



**PURCHASING DEPARTMENT
REQUEST FOR PROPOSAL NO. 05RFP46742B-CC**

**CULTURAL AND NATURAL ASSETS REPORT FOR
AUTREY MILL NATURE PRESERVE & HERITAGE CENTER**

**FULTON COUNTY DEPARTMENTS OF
PARKS & RECREATION
AND
ENVIRONMENT & COMMUNITY DEVELOPMENT**

Pre-Proposal Conference: Tuesday, September, 20, 2005 at 2:30P.M.
RFP DUE TIME AND DATE: 11:00 A.M., Tuesday, October 18, 2005
PURCHASING CONTACT: Charlie Crockett at (404) 730-5807
E-MAIL: charlie.crockett@co.fulton.ga.us

**LOCATION: FULTON COUNTY PURCHASING DEPARTMENT
130 PEACHTREE STREET, S.W., SUITE 1168
ATLANTA, GA 30303**

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SECTION 1 INTRODUCTION

1.1 OVERVIEW

Fulton County, Georgia (“County”) is soliciting a Request for Proposals, (“RFP”), for professional services to provide a Cultural and Natural Assets Report for the 46.0 acre Autrey Mill Nature Preserve & Heritage Center.

The project site is located at 9770 Autrey Mill Road, Alpharetta, Georgia 30022 and is home to many animals and plants indigenous to the area protected within a park-like setting. The site consists of historical buildings built in the late 1800’s and early 1900’s, which have been moved to the site for preservation. Environmental, nature, and heritage educational programs are offered at the site to help visitors learn what the area was like during the past 150 years.

Through the issuance of this Request For Proposal (“RFP” and/or “Proposals”), the County is soliciting Proposals from qualified Proposers for a Cultural and Natural Assets Report.

Proposals provided in response to this RFP that comply with the submittal requirements set forth in Section 4.0, including all forms and certifications, will be evaluated in accordance with the criteria and procedures described in Section 5.0. Based on the results of the evaluation, the County will award the Cultural and Natural Assets Report for Autrey Mill Nature Preserve & Heritage Center to the most advantageous Proposer based on the cost and the evaluation factors set forth in the RFP.

1.2 DESCRIPTION OF THE PROJECT

The Autrey Mill Nature Preserve was first identified by Fulton County in its 1972 Inventory of Environmentally Sensitive and Historically Important Sites. The existing qualities of the site consist of unique fauna along the Sal’s Creek stream corridor, the scenic beauty of the forest with its various outcroppings and spring seeps, and the ruins of the Autrey Mill – a water mill which operated from the 1870’s until the early part of the 1900’s.

The services being sought under this RFP are professional in nature. The evaluation of the proposals will be based on consideration of the demonstrated responsiveness to RFP criteria as described below. To be considered, proposers must possess and be prepared to provide expertise, resources and

personnel experienced in developing biological studies, archeological studies, and assessments of historic buildings, evaluation of passive recreation needs and opportunities, and recommendations for interpretive schemes for educational programming.

Services shall include, but not be limited to:

- monthly project team meetings
- two meetings with the Board of Directors for the Autrey Mill Nature Preserve Association, Inc. (AMNPA)
- inventory and analysis of existing cultural and natural resources through conducting a biological overview, an archeological reconnaissance, and a historic structures summary report
- assessment for passive recreational needs and opportunities
- development of recommendations for interpretive programming schemes
- presentations and final deliverables

The selected consulting team shall include a professional architectural historian, archeologist, biologist, and qualified planner/consultant to produce the final Cultural and Natural Assets Report. The consulting team will work directly with both the Departments of Parks & Recreation and Environment & Community Development staff, who will oversee the project.

The Cultural and Natural Assets Report will provide recommendations for interpretive programming schemes for the Autrey Mill Nature Preserve Association, Inc. The involvement of the AMNPA and County staff during the inventory and analysis shall be required.

The final document to be provided by the selected consulting team shall be: a final Cultural and Natural Assets Report comprised of a biological overview study, an archeological reconnaissance, a historic structures summary report, a passive recreation assessment, and an analysis of the information to provide recommendations of interpretive programming schemes that relate to the unique cultural and natural features of the 46.0 acre site.

The scope of work includes all personnel, materials and equipment necessary to provide research, studies, presentations, and a written report necessary for producing a cultural and natural assets report with recommendations of interpretive schemes for the site.

1.3 DOWNLOADING THE RFP

This document and supporting documents can be downloaded at the Fulton County Website, <http://www.co.fulton.ga.us/> under “Bid Opportunities”.

1.4 PRE-PROPOSAL CONFERENCE

The County will hold a Pre-Proposal Conference, on **Tuesday, September 20, 2005 at 10:00 P.M.** in the Bid Conference Room of the Purchasing Department, Fulton County Public Safety Building, Suite 1168, 130 Peachtree Street, S.W., Atlanta, Georgia 30303. Attendance at the Pre-Proposal Conference is voluntary for responding to this RFP, however Proposers are encouraged to attend. The purpose of the Pre-Proposal Conference is to provide information regarding the project and to address any questions and concerns regarding the services sought by the County through this RFP.

1.5 PROPOSAL DUE DATE

All proposals are due in the Purchasing Department of Fulton County located in the Public Safety Building, Suite 1168, 130 Peachtree St, S.W., Atlanta Georgia 30303 on or before **Tuesday, October 18, 2005 at 11:00 A.M.**, legal prevailing time. All submitted proposals will be time and date stamped according to the clock at the front desk of the Fulton County Purchasing Department. Any proposals received after this appointed schedule will be considered late and subject to be returned unopened to the Proposer. The proposal due date can be changed only by addendum.

1.6 DELIVERY REQUIREMENTS

Any proposal received after the above stipulated due date and time will not be considered and will be rejected and returned. It shall be the sole responsibility of the Proposer to have his/her proposal delivered to the Fulton County Department of Purchasing for receipt on or before the above stipulated due date and time. If a proposal is sent by U.S. Mail, the proposer shall be responsible for its timely delivery to the Department of Purchasing.

1.7 CONTACT PERSON AND INQUIRIES

Any questions or suggestions regarding this RFP should be submitted in writing to the Purchasing Department contact person, **Charlie Crockett, Assistant Purchasing Agent, Fulton County Purchasing Department, S.W., Suite 1168, Atlanta, GA 30303, phone (404) 730-5807, fax (404) 893-1737, charlie.crockett@co.fulton.ga.us.** Any response made by the County will be provided in writing to all Proposers by addendum. No verbal responses shall be authoritative.

SECTION 2 INSTRUCTIONS TO PROPOSERS

2.1 PROCUREMENT PROCESS

The procurement will be on a formally advertised basis. All technical requirements, unless otherwise specified, must be met, or be capable of being met by the Proposer or their proposal will be disqualified as being non-responsive.

2.2 CONTRACT DEFINITIONS

In addition to any other terms that may be defined in this solicitation, the following terms have the following meaning:

Addendum – Revision to the RFP documents issued by the County prior to the receipt of proposals.

Agreement – refers to the executed contract between the County and Contracting Entity.

County – Fulton County Government and its authorized representatives.

Contact Person – Purchasing staff designated by the Fulton County Department of Purchasing to submit any questions and suggestions to.

Owner – Fulton County Government

Scope of Work – All the services specified, indicated, shown, or contemplated by the Contract, and furnishing by the Contractor of all materials, equipment, labor, methods, processes, construction and manufacturing materials and equipment, tools, plants, supplies, power, water, transportation and other things necessary to complete such services in accordance with the Contract.

2.3 NO CONTACT DURING PROCUREMENT PROCESS

It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.

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- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
 - B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
 - C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.

2.4 CLARIFICATION & ADDENDA

Proposers may submit requests for clarifications or interpretations regarding this RFP and the Contract. Proposers must prepare such requests in writing for the County's consideration as set forth in this section of this RFP. While the County has not placed an initial limitation on the number of requests which can be submitted, Proposers are cautioned that if Proposers do not request meaningful clarifications or interpretations in an organized manner (e.g., limited frequency of requests), the County will set restrictions on the frequency and number of requests permitted. The County will not respond to requests received after **Friday, October 7, 2005 at 5:00 P.M.**, local prevailing time. Proposers are advised that this section places no obligation on the part of the County to respond to any or all requests for clarification or interpretation, and that the County's failure to respond to any such request will not relieve the Proposer of any obligations or conditions required by this RFP.

Requests for clarification or interpretation regarding this RFP shall only be submitted in writing (letter, fax or email) to:

**Fulton County Department of Purchasing
Attn: Charlie Crockett, Assistant Purchasing Agent
Public Safety Building**

**130 Peachtree Street S.W. Suite 1168
Atlanta GA 30303
Email: charlie.crockett@co.fulton.ga.us
F: 404-893-1737**

RE: RFP 05RFP46742B-CC

**Cultural and Natural Assets Report for
Autrey Mill Nature Preserve & Heritage Center**

All responses to written requests for clarification, interpretation, or additional information will be distributed as addenda to this RFP to all persons registered with the County to have received a copy of the RFP.

No oral interpretation, instruction, or information concerning this RFP given by any employee or agent of the County shall be binding on the County. Proposers who submit a Proposal in reliance on any such oral information risk having their response to this RFP deemed non-responsive by the County. Only written responses issued by addendum to this RFP should be considered by the Proposers.

During the period provided for the preparation of Proposals, the County may issue addenda to this RFP. These addenda will be numbered consecutively and will be distributed to those who have been issued a copy of this RFP. Additionally, the addenda will be posted on the Fulton County website, www.co.fulton.ga.us. These addenda will be issued by, or on behalf of, the County and will constitute a part of this RFP. Each Proposer is required to acknowledge by submitting an executed acknowledgment form included as Technical Proposal Form 2. This acknowledgment shall include all addenda distributed prior to the Proposal Submission Date. All responses to this RFP shall be prepared with full consideration of the addenda issued prior to the Proposal Submission Date.

2.5 TERM OF CONTRACT

The initial term of the contract shall be for six (6) months.

2.6 REQUIRED SUBMITTALS

This is a checklist for the forms and affidavits that must be submitted. This section does not contain instructions for submission.

- Technical Proposal

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- Cost Proposal
 - Certification of Acceptance of Proposal Requirements
 - Receipt of Addenda
 - Procurement Affidavits
 - Certification Regarding Debarment
 - Non-Collusion Affidavit of Prime Offeror
 - Non-Collusion Affidavit of Subcontractor
 - Insurance and Risk Management Provisions
 - Contract Compliance Forms
 - Exhibit A - Promise of Non-Discrimination
 - Exhibit B - Employment Report
 - Exhibit C - Schedule of Intended Subcontractor Utilization
 - Exhibit D - Letter of Intent to Perform As a Subcontractor
 - Exhibit E - Declaration Regarding subcontractor Practices
 - Exhibit F - Joint Venture Disclosure Affidavit
 - Equal Business Opportunity (EBO) Plan

2.7 PROPOSAL EVALUATION

All proposals will be evaluated using the criteria specified in Section 4 of this RFP. Selection will include an analysis of proposals by a selection committee composed of three/two members from Parks and Recreation / Environment and Community Development Departments and one/two Purchasing Staff who will review the proposal submittals in accordance with the submittal requirements and the evaluation criteria set forth in Section 4 of this RFP. The committee may request oral interviews and/or site visits.

2.8 DISQUALIFICATION OF PROPOSERS

The submission of more than one (1) proposal to the County as the primary Proposer or member of a joint venture for the same work by an individual firm, partnership or corporation under the same or different names may be considered as sufficient for disqualification of a Proposer and the rejection of the proposal.

2.9 RESERVED RIGHTS

The County reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response that is received may or may not be rejected by the County depending on available competition and timely needs of the County. There is no obligation on the part of the County to award the contract to the lowest proposer and the County reserves the right to award the contract to the responsible proposers submitting responsive proposals with resulting agreements most advantageous

and in the best interest of the County. The County shall be the sole judge of the proposals and the resulting agreements that are in its best interest and its decision shall be final. Also, the County reserves the right to make such investigation as it deems necessary to determine the ability of any proposer to perform the work or service requested. Information the County deems necessary to make this determination shall be provided by the proposer. Such information may include, but shall not be limited to, current financial statements by an independent CPA; verification of availability of personnel; and past performance records.

2.10 APPLICABLE LAWS

All applicable laws and regulations of the State of Georgia and ordinances and regulations of Fulton County shall apply. Protestors shall seek resolution of their complaints in the manner provided in the Fulton County Code of Laws §2-324 which is incorporated by reference herein.

2.11 MINIMUM PARTICIPATION REQUIREMENTS FOR PRIME CONTRACTORS

Pursuant to Fulton County Code 102-357, Prime Bidders on the project must perform no less than 51% of the scope of work required under the project.

2.12 INSURANCE AND RISK MANAGEMENT PROVISIONS

Insurance and Risk Management provisions and Indemnification and Hold Harmless provisions are outlined in Section 7 of this RFP.

2.13 ACCURACY OF RFP AND RELATED DOCUMENTS

The County assumes no responsibility that the specified technical and background information presented in this RFP, or otherwise distributed or made available during this procurement process, is complete or accurate. Without limiting the generality of the foregoing, the County will not be bound by or be responsible for any explanation or interpretation of the Proposal documents other than those given in writing as an addendum to this RFP.

Should a recipient of this RFP find discrepancies in or omissions from this RFP and related documents, the recipient of this RFP shall immediately notify the Purchasing Contact Person identified in Section 1.10 in writing at the following address: Fulton County Purchasing Department, Public Safety Bldg, 130 Peachtree Street S.E., Suite 1168 Atlanta, GA 30303. A written addendum, if necessary, then will be made available to each recipient of this RFP.

2.14 RESPONSIBILITY OF PROPOSER

Each Proposer is encouraged to conduct all necessary investigations and review all available and relevant data and information, which are necessary in its judgment in order to assume this responsibility prior to the submittal of its Proposal. Proposers are reminded of Fulton County's **"No Contact During Procurement"** policy and may only contact the person designated by the RFP.

2.15 CONFIDENTIAL INFORMATION

If any Proposal contains technical, financial, or other confidential information that the Proposer believes is exempt from disclosure, the Proposer must clearly label the specific portions sought to be kept confidential and specify on what the exemption is based. The County, at its sole discretion and subject to applicable law, will determine whether such exemption applies. The County has sole discretion to make such determination regarding the disclosure of information, and by responding to this RFP, Proposers waive any challenge to the County's

decisions in this regard. Marking all or substantially all of a Proposal as confidential may result in the Proposer being deemed non-responsive to this RFP.

Notwithstanding the foregoing, Proposers recognize and agree that the County, its staff, and its Consultants will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure of information or materials to third parties.

2.16 COUNTY RIGHTS AND OBLIGATIONS

This RFP constitutes an invitation to submit Proposals to the County. Without limitation or penalty, the County reserves and holds at its sole discretion, the following rights and options:

- This RFP does not obligate the County to select, procure or contract for any services whatsoever
- The County reserves the right to change or alter the schedule for any events associated with this procurement and, if required, notify the Proposers. A Proposer, by submitting a Proposal, agrees to be bound by any modifications made by the County
- All costs incurred by a Proposer in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the County will be borne by the Proposer.
- The County reserves the right to reject all Proposals and components thereof to eliminate all Proposers responding to this RFP from further consideration for this procurement, and to notify such Proposers of the County's determination.
- The County may cancel this RFP without the substitution of another RFP and terminate this procurement at any time without any liability whatsoever.
- The County reserves the right to waive any technicalities or irregularities in the Proposals.
- The County reserves the right to eliminate any Proposer who submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.

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- The County may request Proposers to send representatives to the County for interviews and presentations.
 - To the extent deemed appropriate by the County, the County may select and enter into discussion and negotiations with the Proposer(s) submitting Proposal(s), which are found to be reasonably susceptible for award.
 - The County reserves the right to discontinue negotiations with any selected Proposer.
 - The County reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP.
 - All Proposals (other than portions thereof subject to patent or copyright protection) become the property of the County and will not be returned, and the County reserves the right to utilize all such information contained in the Proposals without further cost to the County
 - The County may add to or delete from the Project Scope of Work set forth in this RFP.
 - Any and all Proposals not received by the Proposal Submission Date shall be rejected and returned unopened.
 - Neither the County, its staff, its representatives, nor any of its consultants or attorneys will be liable for any claims or damages resulting from the solicitation, collection, review, or evaluation of responses to this RFP.
 - The County, including its representatives and consultants, reserves the right to visit and examine any of the facilities referenced in any Proposal and to observe and investigate the operations of such facilities.
 - The County reserves the right to conduct investigations of the Proposers and their responses to this RFP and to request additional evidence to support the information included in any such response.

By responding to this RFP, Proposers acknowledge and consent to the rights and conditions set forth in this RFP.

2.17 COST OF PROPOSAL PREPARATION AND SELECTION PROCESS

Each Proposal, including preparation of all information required to be included in a Proposal pursuant to this RFP, shall be prepared at the sole cost and expense

(including, but not limited to, engineering and legal costs) of the Proposer. In addition, the Proposer shall be solely responsible for all costs (including engineering and legal costs) incurred by such Proposer in connection with this selection process, including any costs incurred by the Proposer in any subsequent negotiations entered into in connection with developing the Proposal. There shall be no claims whatsoever against the County, its staff, or its consultants for reimbursement for the costs or expenses (including, but not limited to, engineering and legal costs) incurred during the preparation of the Proposal or other information required by this RFP or procurement process or in connection with the selection process or any negotiations.

2.18 TERMINATION OF NEGOTIATIONS

The County at its sole discretion may, at any time, to the extent permitted by Applicable Law, exclude a Proposer from further participation in any negotiation process if the County determines that such Proposer is failing to progress in the negotiations or if the terms of its Proposal are less advantageous than those of other Proposers and such Proposer is deemed to be no longer susceptible of selection. The County will give written notice of its decision to the Proposer, which shall be sent in writing, signed by the County.

2.19 WAGE CLAUSE

Pursuant to 102-391, Each Contractor shall agree that in the performance of the Contract he will comply with all lawful agreements, if any, which the Contractor had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

2.20 REQUEST FOR PROPOSAL GENERAL REQUIREMENTS

FULTON COUNTY PURCHASING DEPARTMENT

REQUEST FOR PROPOSAL (RFP) GENERAL REQUIREMENTS

RFP 05RFP46742B-CC – Cultural and Natural Assets Report for Autrey Mill Nature Preserve & Heritage Center

The following information pertains to the submission of a proposal to Fulton County ("County"), and contains instructions on how proposals must be presented in order to be considered. If specific conditions or instructions in the text of the Request for Proposal ("RFP") conflict with the General Requirements as listed here, those conditions or instructions in the RFP shall prevail.

1. Proposals submitted in response to the attached RFP must be formatted as specified in the RFP. Additional sheets, literature, etc., should be clearly identified.
2. The original and the required number of copies of the proposal must be returned to:

Fulton County Purchasing Agent
Fulton County Purchasing Department
130 Peachtree Street, S.W., Suite 1168

Atlanta, Georgia 30303

3. The envelope in which the proposal is submitted must be sealed and clearly labeled with the RFP project name and number, due date and time, and the name of the company or individual submitting the proposal. Proposals must be received by the opening date and time shown on this RFP in order to be considered. The Purchasing Agent has no obligation to consider proposals which are not in properly marked envelopes. The Technical Proposal, Cost Proposal and Contract Compliance submittals shall be submitted in separate sealed envelopes. The inclusion of any cost information in the Technical Proposal may result in such proposal being rejected by the County.
4. Proposals received after the time and date specified will not be opened or considered.
5. By submitting a signed proposal, Offeror agrees to accept an award made as a result of the submission of the prices and terms contained in that proposal. Prices proposed must be audited by the Offeror to insure correctness before the proposal is submitted. Person signing the proposal is responsible for the accuracy of information in it. The specifications, provisions, and the terms and conditions of the RFP and proposal shall become a valid contract between Fulton County and the Offeror upon notice of award of contract in writing and/or issuance of a purchase order.
6. Any contract awarded as a result of this proposal, shall comply fully with all Local, State, and Federal laws and regulations.
7. Absolutely no fax proposals or reproduction proposals will be accepted, except that if multiple copies of the proposal are required, photocopies of the original may be submitted as the additional copies, provided that they are clearly marked as such.
8. Type or neatly print company name, as well as the full legal name and title of the person signing the proposal, in all appropriate places. The Offeror's signature must be executed by a Principal of the company duly authorized to make contracts and bind the company to all terms being proposed.
9. Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from

Fulton County's Legal Counsel indicating whether the firm is bound by its proposal.

Proposals for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may be withdrawn as follows:

The County must advise Offerors in the request for proposals of the number of days that Offerors will be required to honor their proposals. If an Offeror is not selected within 60 days of opening the proposals, any Offeror that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the proposal.

10. Show information and prices in the format requested. Prices are to be quoted F.O.B. destination, and must include all costs chargeable to the Offeror in executing the contract, including taxes. Unless otherwise provided in the Contract, Fulton County shall have no liability for any cost not included in the price. The Offeror shall provide Fulton County the benefit through a reduction in price of any decrease in the Offeror's costs by reason of tax exemptions based upon Fulton County's status as a tax-exempt entity.
11. Propose all items specified or indicate under each item what alternative is being proposed and why it should be considered in lieu of the original specification. Failures to indicate any exceptions shall be interpreted as the Offeror's intent to fully comply with the specifications as written. Conditional or qualified proposals (except as specifically allowed in the specifications) are subject to rejection in whole or in part.
12. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
13. The successful Offeror must assume full responsibility for delivery of all goods and services proposed and agree to relieve Fulton County of all responsibility and costs for prosecuting claims.
14. The successful Offeror must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days notice by the County of such defect, damage or deficiency.
15. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the

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- vendor and not the County is responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.
16. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
 17. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of all of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
 18. Proposals must contain references which reflect successful completion of contracts for the types of goods, materials, equipment, or services for which the vendor is submitting a proposal to the County. In instances where that does not apply, the proposal must contain a statement and supporting documentation demonstrating such expertise, knowledge, or experience to establish the vendor submitting the proposal as capable of meeting the demands of the proposal should an award be made to them.
 19. Offerors submitting proposals may be required to furnish evidence that they maintain permanent places of business of a type and nature compatible with their proposal, and are in all respects competent and eligible vendors, able to fulfill the terms of the specifications. Fulton County may make such investigations as it deems necessary to determine the ability of the Offeror to perform such work, and reserves the right to reject any proposal if evidence fails to indicate that the proposed vendor is qualified to carry out the obligation of the contract and to complete the work satisfactorily.
 20. By submitting a signed proposal, Offeror certifies that there has been no collusion with any other Offeror. Reasonable grounds for believing Offeror has an interest in more than one proposal will result in rejection of all proposals in which the Offeror has an interest. Any party to collusion may not be considered in future proposals for the same or similar work.
 21. Upon notice of selection, the Offeror submitting the proposal is obligated to perform. Should a successful Offeror refuse to enter into a contract subsequent to an award, a penalty may be assessed and/or the Offeror may be found to be "non-responsible" in the future.
 22. In case of default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.

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23. Successful Offerors contract directly with the County and are the party or parties obligated to perform. Contracts may not be assigned and any failure to perform the Contract in accordance with the specifications will constitute a breach of contract and may result in an Offeror being found to be “non-responsible” in the future.
 24. Invoice(s) must list each item separately and must show Fulton County’s purchase order number as well as the proper department and address to whom the service or product was provided.
 25. Fulton County reserves the right to accept or reject any or all proposals, or any part thereof, and to waive any technicalities. Fulton County reserves the right to award a contract based on this RFP and the proposal(s) received (in whole or in part) to one or several Vendors.
 26. Awards will not necessarily be based on cost alone. Other factors, as detailed in the RFP, will be considered in determining what proposal will be deemed to best meet the needs of Fulton County.
 27. All proposals and bids submitted to Fulton County are subject to the Georgia “Open Records Act”, Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
 28. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h). The Utility Contractor License number of the person who will perform the utility work shall be written on the face of the bid envelope.
 29. Prior to beginning any work, the successful Offeror shall furnish to Fulton County (for the contracting firm and for any subcontractors) a certificate from an insurance company showing issuance of Workers’ compensation coverage for the State of Georgia or a certificated from the Georgia Workers’ Compensation Board showing proof of ability to pay compensation directly.
 30. It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.
 - A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this

solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.

- B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
 - C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.
31. Any Offeror intending to respond to this solicitation as a Joint Venture must submit an executed Joint Venture Agreement with this offer. This agreement must designate those persons or entities authorized to execute documents or otherwise bind the Joint Venture in all transactions with Fulton County, or be accompanied by a document, binding upon the Joint Venture and its constituent members, making such designation. Offers from Joint Ventures that do not include these documents will be rejected as being "non-responsive".
32. Any Offeror intending to respond to this solicitation must complete all of the Procurement Affidavit Forms provided in Section 5. Proposals that do not include these completed documents will be rejected as being "non-responsive".

SECTION 3 PROPOSAL REQUIREMENTS

3.1 SUBMISSION REQUIREMENTS

3.1.1 Proposal Submission Date and Submittal Format

All Proposals, including all attachments, must be received by the County in a sealed package no later than **Tuesday, October 18, 2005 18, 2005 at 11:00 A.M.** and must be addressed to:

**RFP #05RFP46742B-CC Cultural and Natural Assets Report for
Autrey Mill Nature Preserve & Heritage Center
Fulton County Department of Purchasing
Public Safety Building
130 Peachtree Street S.E. Suite 1168
Atlanta GA 30303**

The Proposal shall consist of a Technical Proposal, a Cost Proposal and executed Contract Compliance Exhibits (A-F) and Procurement Affidavits. The Technical Proposal shall include Proposer information, technical information, business-related information, and any Technical Proposal forms requested. The Cost Proposal shall include the Cost Proposal Forms and any information describing the basis for pricing and must be separately, sealed, marked and packaged.

The required content of the Technical Proposal and Price Proposal is further specified in this section of the RFP. The Proposal must be signed and acknowledged by the Proposer, including certain information to be provided under oath as required under applicable law, in accordance with the instructions herein and the various Proposal forms.

THE TECHNICAL PROPOSAL, THE COST PROPOSAL AND CONTRACT COMPLIANCE EXHIBITS SHALL BE SUBMITTED IN SEPARATE, SEALED ENVELOPES OR PACKAGES. THE INCLUSION OF ANY COST INFORMATION IN THE TECHNICAL PROPOSAL MAY RESULT IN SUCH PROPOSAL BEING REJECTED BY THE COUNTY.

Each envelope or package shall be clearly marked as follows:

**REQUEST FOR PROPOSALS
RFP #05RFP46742B-CC Cultural and Natural Assets Report for
Autrey Mill Nature Preserve & Heritage Center
[Technical or Cost Proposal]
Proposer's Name and Address**

3.1.2 Number of Copies

Proposers shall submit one (1) original and five (5) copies each of the Technical and Cost Proposals. Proposers shall submit one (1) original and two (2) copies of the Contract Compliance Exhibits. All Proposals must be complete with all requested information.

3.2 OVERVIEW OF PROPOSAL REQUIREMENTS

Proposers shall submit Proposals in accordance with the content and format requirements set forth in this RFP. Proposals should be clearly organized and structured in a manner that allows materials included in the document to be located easily.

Each of the instructions set forth in this section must be followed for a Proposal to be deemed responsive to this RFP. In all cases, the County reserves the right to determine, at its sole discretion, whether any aspect of the Proposal meets the requirements set forth in this section. The County reserves the right to reject any Proposal, which in its judgment, does not comply with these Proposal submission requirements.

3.3 SCOPE OF WORK

The scope of work includes all personnel, materials and equipment necessary to provide research, studies, presentations, and a written report necessary for producing a Cultural and Natural Assets Report with recommendations of interpretive programming schemes for the site.

The Mission of the Autrey Mill Nature Preserve and Heritage Center is to provide the public with a natural setting fostering environmental education and quiet enjoyment, which instills in the community a deep sense of environmental stewardship and historic preservation. The Cultural and Natural Assets Report shall be focused around Autrey Mill's two major areas of interest, nature and heritage. The goal of the report shall be to identify a possible "common thread" between these two areas of interest in order to recommend interpretive schemes for future programming of the site.

Services shall include, but not be limited to:

- monthly project team meetings
- two meetings with the Board of Directors for the Autrey Mill Nature Preserve Association, Inc. (AMNPA)
- inventory and analysis of existing cultural and natural resources through conducting a biological overview, an archeological reconnaissance, and a

-
- historic structures summary report
 - assessment for passive recreational needs and opportunities
 - development of recommendations for interpretive programming schemes
 - presentations and final deliverables

The final document to be provided by the selected consulting team shall be: a final Cultural and Natural Assets Report comprised of a biological overview study, an archeological reconnaissance, a historic structures summary report, a passive recreation assessment, and an analysis of the information to provide recommendations of interpretive programming schemes that relate to the unique cultural and natural features of the 46.0 acre site.

Once the selection of a Consultant is finalized, a Project Kick-off Meeting will be scheduled by the Departments of Park & Recreation and Environment & Community Development Staff. At the Kick-Off meeting we will: introduce County staff; describe invoicing format requirements, discuss the project schedule, and distribute copies of the 2004-2005 Fulton County Comprehensive Parks and Recreation Master Plan. During this meeting all relevant data will be provided and discussed. In addition, we will look over the Consultant's projected schedule and schedule a tour of the project site.

3.3.1 County Provided Services:

- Survey data in AutoCAD 2000 .dwg format.
- The 2004-2005 Fulton County Comprehensive Parks and Recreation Master Plan on compact disk.
- County GIS information - available upon request on compact disk.
- Master Plan Outline for Autrey Mill Nature Preserve & Heritage Center (April 2005).

The Consultant shall not be limited to the data sources listed above but shall be expected to seek additional input from whichever sources are deemed necessary to accomplish the goals of the project.

3.3.2 Products and Process

The typical Scope of Work and deliverables requirement for the final project report document will include but not be limited to the following elements:

- **Biological Overview Study:** The Consultant shall provide an inventory and analysis of the site's existing natural resources to the extent necessary to provide an overview of the unique biological features of the site. The study shall include, but not be limited to soils, slope, vegetation, wildlife, hydrology, and

physical features. All data must be collected and/or confirmed through field reconnaissance augmented by aerial photography and County GIS data. The Consultant must deliver analytical graphics that includes graphic and narrative descriptions of the distinctive types and ages of vegetative cover on the site (for example, old field succession phase, young pine, mixed pine/hardwood, upland oak-hickory forest, riverine hardwood, palustrine evergreens, etc.).

- **Archeological Reconnaissance:** The Consultant shall provide archeological reconnaissance of three areas within the 46.0 acre site. The first area shall be around the old mill ruin. The second area shall be along the creek. The third area shall be around the original building still existing on the site. Technical proposals shall include the consultant's proposed approach to archeological reconnaissance and shall state the number of shovel tests and any type of archival research recommended in order to provide a basic archeological overview of the site.
- **Historic Structures Summary Report:** The Consultant shall document the site's historic structures, analyze their character and condition, and suggest a guide to stabilization and restoration for long-term conservation and maintenance. Written data should include a historical overview of the site and analysis of the historic structures. The objective of the report shall be to analyze the historic structures in order to recommend a common interpretive era for heritage preservation, which will most likely relate to the past historic use of the site. This report shall be used as a support document to assist the Autrey Mill Nature Preserve Association, Inc. in visualizing long-range heritage preservation goals and objectives for Autrey Mill.
- **Passive Recreation Assessment:** The Consultant shall assess the existing passive recreation amenities of the site and the site's service area as defined under a "Community Park". Needs within the site's service area shall be documented and recommendations shall be made for passive recreation opportunities for the site, which would support the mission of Autrey Mill.
- **Recommendations for Interpretive Programming Schemes:** The Consultant shall assess the information collected through the biological overview study, the archeological reconnaissance, the historic structures summary report and the passive recreation assessment in order to provide recommendations for interpretive programming schemes for Autrey Mill. The intent of this project is to tie the interpretive programming into the unique cultural and natural assets of the 46.0 acre site. The recommendations shall be prioritized and presented to the County and the Board of Directors of the Autrey Mill Nature Preserve Association, Inc. at the end of the project.

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- **Final Deliverables:** The final Cultural and Natural Assets Report must include the date of publication plus the names of the Fulton County Board of Commissioners, Board of Directors of the Autrey Mill Nature Preserve Association, Inc. and the project staff of the Departments of Parks & Recreation and Environment & Community Development. The report must incorporate any graphic products and narratives generated during the project. The corrected and approved report containing all plan graphics and report narratives must be delivered to the County in print (ten bound copies and one un-bound copy) and in .pdf digital format (three copies on compact disk).

3.4 PROPOSAL FORMAT AND CONTENT

The Technical Proposal shall include the appropriate and requested information in sufficient detail to demonstrate professional qualifications in the area of cultural and natural assessments.

The Technical Proposal shall be arranged and include content as described below:

Section 1 - Executive Summary

The executive summary shall include a brief statement of approach to the scope of work, understanding of the project's goals and objectives and demonstrated understanding of the project's potential problems and concerns. In addition, the Proposer should provide innovative or original ideas that might benefit the project above the outlined scope of work and an approach to the archeological reconnaissance.

Section 2 – Qualifications and Experience

This section of the Proposal must present general information about the Proposer. The Proposal shall include details about the type of firm or organization such as, corporation, partnership, Limited Liability Company, joint venture or design or construction prime that will execute and deliver the Project, including ownership and management structure. The use of the term Proposer refers to all members of the proposing entity.

- Listing of all members or partners of the proposing entity indicating status of general or limited partner. If the Proposer or joint venture is a subsidiary of a parent company, provide information about when the subsidiary was formed and its place in the corporate structure of the parent company. If a subsidiary is or will be created for the purposes of responding to this RFP, the reasons for this action must be fully disclosed.
- Brief history of the Proposer's business activities, including ownership, markets, organization, and background organized by individual company.
- Location and address of corporate and regional offices of all members of the proposing team.
- Proposer should submit an organizational chart of the business structure of the proposing entity.

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- The Proposer on this project must be a Certified Planner to propose on the project. In the qualifications and experience portion of the technical Proposal, provide the American Institute of Certified Planners (AICP) registration number and the name of the holder.
 - Project Personnel – Proposer should also include an organizational chart of the structure of the team and a brief description of the roles, responsibilities and resumes of key personnel.

The Proposer should indicate relevant experience including passive park planning; biological studies; archeological studies; historic structure reports; and projects showing environmental sensitivity through design and planning. For a minimum of five (5) and a maximum of ten (10) projects, provide a brief description of the project, including the following information in a table format:

- Name and location of project.
- Client and Owner.
- Names, titles, telephone, fax numbers, and e-mail addresses of key contact persons at a management level of the owner (if all contact information is not provided the proposal could be deemed incomplete).
- Description of cultural and natural resource planning projects, including site acreage, resources identified and assessed, creative approaches to environmentally sensitive site design and programming recommendations, performance and other factors as appropriate.

Section 3 –Workplan and Schedule of Tasks

The Proposer should provide a project approach workplan indicating how the Consultant envisions performing the work as outlined in the Scope of Services. This plan should be within a six (6) month timeframe. Within the workplan, the Proposer should include a schedule of tasks and indicate the time required to perform each task.

Section 4 – Proposer Financial Information

The Proposer Financial Information section shall include the following:

- Provide the following information and statements:
 - A copy of the most recent annual report with footnotes or most

recent audited financial statement.

- Latest Dun and Bradstreet Report.

Section 5 - Confidential and Proprietary Information

This section of the Proposal shall present technical, financial, other confidential information, and proprietary information that the Proposer claims are exempt from public disclosure.

3.5 COST PROPOSAL FORMAT AND CONTENT

The Price Proposal shall be provided in a **separate sealed envelope** from the Technical Proposal. The Price Proposal shall include current information and shall be arranged and include content as described below:

Section 1 - Introduction

The Proposer shall include an introduction which outlines the contents of the Cost Proposal.

Section 2 - Completed Price Proposal Forms

The Proposer is required to complete **all** of the Price Proposal Forms included in the RFP.

3.5.1 CUMULATIVE COST SUMMARY OF ALL SERVICES

TOTAL COSTS: Costs include all services and direct and indirect expenses as indicated for completing the Cultural and Natural Assets Report. The Proposer certifies that it has been provided with all information necessary to develop the fee amount for all services, direct and indirect expenses. Proposed fee shall be quoted in lump sum dollars. A proposed amount for an allowance for Reimbursable Expenses shall also be provided, to be billed at cost on a not-to-exceed (NTE) basis. Refer to Section 8, Owner-Landscape Architect Agreement, for a description of allowable Reimbursable Expenses.

FEE AMOUNT (Lump Sum):	\$ _____
REIMBURSABLE EXPENSES (NTE):	\$ _____
TOTAL PROPOSAL COST:	\$ _____

PROPOSAL FEE SCHEDULE: PROFESSIONAL FEES PROVIDED ARE FOR HOURLY BILLABLE RATES AND INCLUDE ALL REIMBURSEABLES; INCLUDING BUT NOT LIMITED TO: PRINTING COSTS, OVERHEAD AND PROFIT, DOCUMENT REPRODUCTION, POSTAGE, SHIPPING, AND TRANSPORTATION INCLUDING MILEAGE.

Billing Category	Hourly Rate
Principal-in-charge	\$ _____
Project Manager	\$ _____
Certified Planner	\$ _____
Unlicensed Landscape Architect/Land Planner	\$ _____
Technician/CADD Draftsman	\$ _____
Principal Historian	\$ _____
Assistant Historian	\$ _____
Principal Archeologist	\$ _____
Assistant Archeologist	\$ _____
Biologist	\$ _____
G.I.S. Specialist	\$ _____
Graphic Designer	\$ _____
Clerical	\$ _____

Other (specify titles):

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Use additional sheets if necessary.

Company Name _____

SECTION 4 EVALUATION CRITERIA

4.1 PROPOSAL EVALUATION – SELECTION CRITERIA

The following criteria will be used to evaluate the Proposals submitted in response to this RFP. Evaluation will include an analysis of proposals by a selection committee composed of three or five voting members from the following departments.

- Purchasing Department
- Parks and Recreation Department
- Environmental and Community Development Department

Evaluation Criteria	Weight
Required Forms A. Purchasing Forms B. Contract Compliance Forms	Pass / Fail Pass / Fail
1. Technical Proposal – Experience of the Proposer to provide the services as set forth in this RFP, including: A. Recent Project Type Experience - Provide a summary of the most recent projects similar to this project in which the Proposer (local office) participated during the last five (5) years, including any graphic images created, indicate project size (acre), project scope of work, planning cost, year completed and specific services the proposing firm rendered (two (2) pages per project max). B. Client References - Provide name, title, address, phone number of clients (minimum of four (4) clients other than Fulton County where similar services have been provided). Two (2) pages max. C. Project Team & Local Resources – Provide organization chart for your team (two (2) pages max.). Clearly indicate company's name, principal-in-charge and project manager(s) assigned with the overall project coordination. Include resumes of all team members assigned to the project (one (1) page max. each).	30%
2. Quality Assurance / Quality Control: A. Quality Assurance-Workplan: Provide a project approach workplan indicating how the Proposer envisions performing the work as outlined in the Scope of Services. This plan should include a brief introductory statement about your firm that defines the qualifications of the group and their philosophy for the project (two (2) pages max.). B. Schedule of Tasks: Provide a schedule of tasks indicating	20%

the time required to perform the work as outlined in the Scope of Services (two (2) pages max.).	
3. Financial Responsibility A. Financial Capability: Provide corporate financial statements for the prime proposing firm for the past two (2) consecutive years. Provide audited financial statements if available. B. Insurance Coverage: Identify the extent of Professional (Errors and Omissions) and General Liability Insurance coverage for all firms on the project team. Submit a copy of insurance certificates showing Professional and General Liability coverage. Refer to the attached Agreement for limits and requirements.	10%
4. Location of Firm: A. Location of Firm & Local Preference Policy: Indicate location of Proposer's office (address and county) (one (1) page max.). Points will only be awarded for the Prime Vendor's location; points will not be awarded for sub-consultants. The County has a policy of local preference for vendors that desire to do business with Fulton County. Receiving local preference points is based upon a proposing firm having an office in Fulton County. Only those firms with an office in Fulton County will receive ten (10) points.	10%
5. Cost Proposal: A. Proposers shall submit Cost Proposal with technical Proposals in separately sealed envelopes. The envelope shall include the Project Title, RFP number, prime respondent's name, and Proposal date. B. Cost Proposal shall be completed and submitted on forms in Section 3 within this RFP. C. The detailed Cost Proposal shall show the positions and hourly rates for all employees that may be assigned to the work, including the labor unit costs, multipliers, overhead, and profit. D. Following opening of the cost Proposals, the County may require clarifications associated with scope and cost assumptions. Clarifications shall be provided by the Proposer within twenty-four (24) hours of written request. E. Cost Proposals may not be withdrawn, modified, or	30%

cancelled for <u>sixty (60) calendar days</u> after the date of submittal. Each Proposer agrees to these conditions upon submitting its Proposal.	
TOTAL POINTS	100

SECTION 5 PROPOSAL FORMS

5.1 INTRODUCTION

To be deemed responsive to this RFP, Proposers must provide the information requested and complete in detail all Proposal Forms. The appropriate individual(s) authorized to commit the Proposer to the Project must sign the Proposal Forms. Proposers should reproduce each Proposal Form, as required, and complete the appropriate portions of the forms provided in this section.

Procurement Affidavits

Procurement Affidavit Form 1	Certification Regarding Debarment
Procurement Affidavit Form 2	Form A: Non-Collusion Affidavit (Prime) Form B: Sub-Contractor Non-Collusion Affidavit
Procurement Affidavit Form 3	Certificate of Acceptance of Request for Proposal Requirements

5.2 PROCUREMENT AFFIDAVIT FORMS DESCRIPTION

The following paragraphs present an overview of each Procurement Affidavit Form required.

5.2.1 Certification Regarding Debarment

Proposer shall complete and submit Form 1, which certifies that neither it nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency.

5.2.2 Non-Collusion Affidavit

The Proposal shall include a copy of Proposal Form 2A, executed by an authorized officer of the corporation. Proposals developed by a joint venture shall be similarly executed by all joint venture participants. Additionally, all sub-contractors shall execute a copy of Proposal Form 2B which shall also be submitted with the proposal.

5.2.3 Certificate of Acceptance of Request for Proposal Requirements

Proposer shall complete and submit Form 3, which certifies that Proposer has read the solicitation including all addenda, exhibits, attachments and appendices.

CERTIFICATION REGARDING DEBARMENT

- (1) The Offeror certifies that neither it or its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the Fulton County Government.
- (2) If the Offeror is unable to certify to any of the statements in this certification, such Offeror or subcontractor shall attach an explanation to this bid or proposal.

INSTRUCTIONS FOR CERTIFICATION

By signing and submitting this certification, the Offeror is providing the certification set out below:

- (1) The certification in this clause is a material representation of fact upon which reliance will be placed. If it is later determined that the prospective vendor knowingly rendered a false certification, the Purchasing Agent may pursue all available remedies, including suspension and/or debarment, for withdrawal of award or termination of a contract.
- (2) The prospective Offeror shall provide immediate written notice to the Purchasing Agent if at anytime the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (3) Offeror shall be under a continuing duty to immediately inform the Purchasing Agent in writing of any changes, if as a result of such changes, the Offeror certification regarding debarment is affected.

DEBARMENT ORDINANCE

The following Section 2-322 of Fulton County Code of Laws establishes the procedure for the debarment of contractors.

- (a) *Authority to suspend.*

After reasonable notice to the entity involved and reasonable opportunity for that entity to be heard, the Purchasing Agent, after consultation with user department, the County Manager and the County Attorney shall have the authority to suspend an entity for cause from consideration for award of county contracts. As used in this section, the term entity means any business entity, individual, firm, contractor, subcontractor or business corporation, partnership, limited liability corporation, firm, contractor, subcontractor or business structured; provided, further, that any such entity shall also be subject to suspension under this section if any of its constituents, members, subcontractors at any tier of such entity's and the entity, or any constituent or member, knew or should have known of the commission of the act. The suspension shall be for a period not to exceed three (3) years unless cause is based on a felony conviction for an offense related or associated with fraudulent contracting or misappropriation of funds wherein the suspension shall not exceed seven (7) years.

(b) *Causes for Suspension.* The causes for suspension include:

- (1) Conviction for commission of a criminal offense as an incident to obtain or attempting to obtain a public or private contract or subcontract, or in performance of such contract or subcontract;
- (2) Conviction of state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a county contractor.
- (3) Conviction of state or federal anti-trust statutes arising out of the solicitation and submission of bids and proposals;
- (4) Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension action:
 - a. Failure to perform in accordance with the specifications within a time limit provided in a county contract;
 - b. A recent record of failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension;
 - c. Material representation of the composition of the ownership or workforce or business entity certified to the county as a minority business enterprise; or
 - d. Falsification of any documents.
- (4) For violation of the ethical standards set forth in Fulton County Code Chapter 9, Code of Ethics.
- (5) Knowing misrepresentation to the county, of the use which a majority owned contractor intends to make a minority business enterprise (a business entity at least 51 percent of which is owned and controlled by minority persons, as defined in Fulton County Code Chapter 6, Article B, Minority Business Enterprise Affirmative Action Program and certified as such by the county), as a sub-contractor or a joint venture partner, in performing work under contract with the county.

Failure to fully and truthfully provide the information required, may result in the disqualification of your bid/proposal from consideration or termination of the Contract, once awarded. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty of perjury, I declare that I have examined this certification and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this _____ day of _____, 2005

(Legal Name of Offeror) (Date)

(Signature of Authorized Representative) (Date)

(Title)



STATE OF GEORGIA

COUNTY OF FULTON

NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR

I, _____ certify that pursuant to Fulton County Code Section 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), _____ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of _____ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

(COMPANY NAME)

(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this _____ day of _____, 2005.

(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.

IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.

STATE OF GEORGIA

COUNTY OF FULTON

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

I, _____ certify that pursuant to Fulton County Code Section 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), _____ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of _____ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

(COMPANY NAME)

(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this _____ day of _____, 2005.

(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.

IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.

CERTIFICATE OF ACCEPTANCE OF REQUEST
FOR PROPOSAL REQUIREMENTS

This is to certify that on this day, offeror acknowledges that he/she has read this solicitation document, pages #_____ to #_____ inclusive, including any addenda # _____ to #_____ exhibit(s) #_____ to #_____, attachment(s) # _____, and/or appendices #_____ to #,_____ in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein, and that the undersigned is authorized by the offeror to submit the proposal herein and to legally obligate the offeror thereto.

Company: _____

Signature: _____

Name: _____

Title: _____ Date: _____

(Affix Corporate Seal)

SECTION 6

CONTRACT COMPLIANCE REQUIREMENTS

6.1 NON-DISCRIMINATION IN CONTRACTING AND PROCUREMENTS

It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners ("Board") that Fulton County and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board. Similarly, it is the policy of the Board that the contracting and procurement practices of Fulton County should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors or vendors seeking to obtain contracts with Fulton County.

Equal Business Opportunity Plan (EBO Plan): In addition to the proposal submission requirements, each vendor must submit an Equal Business Opportunity Plan (EBO Plan) with their bid/proposal. The EBO Plan is designed to enhance the utilization of a particular racial, gender or ethnic group by a bidder/proposer, contractor, or vendor or by Fulton County. The respondent must outline a plan of action to encourage and achieve diversity and equality in the available procurement and contracting opportunities with *this solicitation*.

The EBO Plan must identify and include:

1. Potential opportunities within the scope of work of *this solicitation* that will allow for participation of racial, gender or ethnic groups.
2. Efforts that will be made by the bidder/proposer to encourage and solicit minority and female business utilization in *this solicitation*.

Fulton County encourages joint ventures, teaming, partnering and mentor-protégé relationships with minority and female businesses in an effort to achieve contracting and procurement diversity.

Prompt Payment: The prime contractor must certify in writing and must document on the Exhibit G Form (Prime Contractor/Subcontractor Utilization Report) that all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials, (less any retainage by the prime contractor prior to receipt of any further progress payments). In the event the prime contractor is unable to pay subcontractors, sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors, sub-consultants or suppliers

funds due from said progress payment within forty-eight (48) hours of receipt of payment from Fulton County. In no event shall a subcontractor, sub-consultant or supplier be paid later than fifteen (15) days as provided for by state law.

6.2 REQUIRED FORMS AND EBO PLAN

In order to be compliant with the intent and provisions of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance (99-0960), bidders/proposers **must** submit the following completed documents. Failure to provide this information **shall** result in the proposal being deemed non-responsive.

- **Exhibit A** – Promise of Non-Discrimination
- **Exhibit B** – Employment Report
- **Exhibit C** – Schedule of Intended Subcontractor Utilization
- **Exhibit D** – Letter of Intent to Perform as a Subcontractor or Provide Materials or Services
- **Exhibit E** – Declaration Regarding Subcontractors Practices
- **Exhibit F** – Joint Venture Disclosure Affidavit
- **Equal Business Opportunity Plan (EBO Plan)** – This document is not a form. It is a statement created by the bidder/proposer on its company letter head addressing the EBO Plan requirements.

All Contract Compliance documents (Exhibits A – F and EBO Plan) are to be placed in a **separate sealed envelope** clearly marked “Contract Compliance”. The EBO Plan must be submitted on company letterhead. These documents are considered part of and should be submitted with the Technical Proposal.

The following document must be completed as instructed if awarded the project:

- **Exhibit G** – Prime Contractor’s Subcontractor Utilization Report

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (_____),
Name

Title Firm Name
Hereinafter "Company", in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Contract Compliance pursuant to Section 4.4 of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance.

SIGNATURE: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

EXHIBIT B – EMPLOYMENT REPORT

The demographic employment make-up for the bidder/proposer **must** be identified and submitted with this bid/proposal. In addition, if subcontractors will be utilized by the bidder/proposer to complete this project, then the demographic employment make-up of the subcontractor(s) must be identified and submitted with this bid.

EMPLOYEES

CATEGORY	NATIVE AMERICAN		AFRICAN AMERICAN		ASIAN AMERICAN		HISPANIC AMERICAN		CAUCASIAN AMERICAN		OTHER	
	M	F	M	F	M	F	M	F	M	F	M	F
Male/Female												
Mgmt/Official												
Professional												
Supervisors												
Office/ Clerical												
Craftsmen												
Laborers												
Other (specify)												
TOTALS												

FIRM'S NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

This completed form is for (Check one) ____Bidder/Proposer ____Subcontractor

Submitted by: _____ Date Completed: _____

EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

If the bidder/proposer intends to subcontract any portion of this scope of work/service(s), this form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** include Letter(s) of Intent (Exhibit D) in the bid document for all subcontractors who will be utilized under the scope of work/services.

Prime Bidder/Proposer: _____

ITB/RFP Number: _____

Project Name or Description of Work/Service(s): _____

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is _____ is not _____ a minority or female owned and controlled business enterprise. (Please indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly):

2. If the Prime Bidder/Proposer is a Joint Venture, please complete Exhibit F: Joint Venture Disclosure Affidavit and attach a copy of the executed Joint Venture Agreement.

3. Sub-Contractors (including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

***Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **If yes, please attach copy of recent certification.**

SUBCONTRACTOR NAME: _____
ADDRESS: _____
PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____
PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____
PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____
PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

Ethnic Groups:** African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); *If yes, please attach copy of recent certification.**

Total Dollar Value of Subcontractor Agreements: (\$)

Total Percentage Value: (%)

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein without prior approval of the County, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

Signature:_____ **Title:**_____

Firm or Corporate Name:_____

Address:_____

Telephone: () _____

Fax Number: () _____

Email Address:_____

EXHIBIT D

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR OR PROVIDE MATERIALS OR SERVICES

This form **must** be completed by **ALL** known subcontractor and submitted with the bid/proposal. The Prime Contractor **must** submit Letters of Intent for **ALL** known subcontractors at time of bid submission.

To: _____
(Name of Prime Contractor Firm)

From: _____
(Name of Subcontractor Firm)

ITB/RFP Number: _____

Project Name: _____

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided):

Description of Work	Project Commence Date	Project Completion Date	Estimated Dollar Amount

(Prime Bidder)

(Subcontractor)

Signature _____

Signature _____

Title _____

Title _____

Date_____

Date_____

EXHIBIT E - DECLARATION REGARDING SUBCONTRACTING PRACTICES

If the bidder/proposer **does not intend to subcontract** any portion of the scope of work services(s), this form **must be** completed and submitted with the bid/proposal.

_____ hereby declares that it is my/our intent to
(Bidder)

perform 100% of the work required for _____
(ITB/RFP Number)

(Description of Work)

In making this declaration, the bidder/proposer states the following:

1. That the bidder/proposer does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform **all elements** of the work on this project with his/her own current work forces;
2. If it should become necessary to subcontract some portion of the work at a later date, the bidder/proposer will comply with all requirements of the County's Non-Discrimination Ordinance in providing equal opportunities to all firms to subcontract the work. The determination to subcontract some portion of the work at a later date shall be made in good faith and the County reserves the right to require additional information to substantiate a decision made by the bidder/proposer to subcontract work following the award of the contract. Nothing contained in this provision shall be employed to circumvent the spirit and intent of the County's Non-Discrimination Ordinances;
3. The bidder will provide, upon request, information sufficient for the County to verify Item Number one.

AUTHORIZED COMPANY REPRESENTATIVE

Name: _____ Title: _____ Date: _____

Signature: _____

Firm: _____

Address: _____

Phone Number: _____

Fax Number:_____

Email Address:_____

EXHIBIT F - JOINT VENTURE DISCLOSURE AFFIDAVIT

ITB/RFP No. _____

Project Name _____

This form must be completed and submitted with the bid/proposal if a joint venture approach is to be undertaken.

In order to evaluate the extent of small, minority and female business involvement being proposed by a Bidder/Proposer, certain relevant information must be provided prior to contract award. The information requested below is to clearly identify and explain the extent of small business participation in the proposed joint venture. All items must be properly addressed before the business entity can be evaluated.

1. Firms:

1) Name of Business: _____

Street Address: _____

Telephone No.: _____

Nature of Business: _____

2) Name of Business: _____

Street Address: _____

Telephone No.: _____

Nature of Business: _____

3) Name of Business: _____

Street Address: _____

Telephone No.: _____

Nature of Business: _____

NAME OF JOINT VENTURE (If applicable): _____

ADDRESS: _____

PRINCIPAL OFFICE: _____

OFFICE PHONE: _____

Note: Attach additional sheets as required

1. Describe the capital contributions by each joint venturer and accounting thereof.
2. Describe the financial controls of the joint venture, e.g., will a separate cost center be established? Which venturer will be responsible for keeping the books? How will the expense therefore be reimbursed? What is the authority of each joint venture to commit or obligate the order?
3. Describe any ownership, options for ownership, or loans between the joint ventures. Identify terms thereof.
4. Describe the estimated contract cash flow for each joint venturer.
5. To what extent and by whom will the on-site work be supervised?
6. To what extent and by whom will the administrative office be supervised?
7. Which joint venturer will be responsible for material purchases including the estimated cost thereof? How will the purchase be financed?
8. Which joint venturer will provide equipment? What is the estimated cost thereof? How will the equipment be financed?
9. Describe the experience and business qualifications of each joint venturer.
10. Submit a copy of all joint venture agreements and evidence of authority to do business in the State of Georgia as well as locally, to include all necessary business licenses.
11. Percent of Minority/Female Business Enterprises ownership by each joint venture in terms of profit and loss sharing: _____

12. The authority of each joint venturer to commit or obligate the other: _____

13. Number of personnel to be involved in project, their crafts and positions and whether they are employees of the Minority/Female Business Enterprises enterprise, the majority firm or the joint venture: _____

14. Identification of control and participation in venture; list those individuals who are responsible for day-to-day management and policy decision-maker, including, but not limited to, those with prime responsibility for areas designated below; (use additional sheets if necessary)

<u>Name</u>	<u>Race</u>	<u>Sex</u>	<u>Financial Decisions</u>	<u>Supervision Field Operation</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

In connection with any work that these firms, as a joint venture, might be authorized to perform in connection with above captioned contract, we each do hereby authorize representatives of the Fulton County Department of Contract Compliance, Departments of Purchasing and Finance, under the direction of the County Manager's Office, to examine, from time to time, the books, records and files to the extent that such relate to this County project.

WE DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT WE ARE AUTHORIZED, ON BEHALF OF THE ABOVE FIRMS, TO MAKE THIS AFFIDAVIT AND GRANT THE ABOVE PRIVILEGE.

FOR _____
(Company)

Date: _____
(Signature of Affiant)

(Printed Name)

(Company)

Date: _____
(Signature of Affiant)

(Printed Name)

State of _____:

County of _____:

On this _____ day of _____, 20_____, before me, appeared
_____, the undersigned known to me to be the person
described in the foregoing Affidavit and acknowledge that he (she) executed the same in
the capacity therein stated and for the purpose therein contained.

EXHIBIT – G PRIME CONTRACTOR/SUB-CONTRACTOR UTILIZATION REPORT

This report **must** be submitted by the **tenth day** of each month, along with a copy of your monthly invoice (schedule of values/payment application) to Contract Compliance. Failure to comply **shall** result in the County commencing proceedings to impose sanctions to the prime contractor, in addition to pursuing any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, and the denial of participation in any future contracts awarded by Fulton County.

REPORTING PERIOD		PROJECT NAME:	
FROM:		PROJECT NUMBER:	
TO:		PROJECT LOCATION:	

PRIME CONTRACTOR		Contract Award Date	Contract Award Amount	Change Order Amount	C
Name:					
Address:					
Telephone #:					

AMOUNT OF REQUISITION THIS PERIOD: \$ _____
TOTAL AMOUNT REQUISITION TO DATE: \$ _____

SUBCONTRACTOR UTILIZATION (add additional rows as necessary)

Name of Sub-Contractor	Description of Work	Contract Amount	Amount Paid To Date	Amount Requisition This Period	Sta Dat
TOTALS					

Executed By: _____

(Signature)

(Printed

Name)

Nortary: _____

Date:

My Commission Expires: _____

Should you have questions regarding any of the documents contained in Section 6, please feel free to contact the Office of Contract Compliance at (404) 763-6300, for further assistance.

SECTION 7

INSURANCE AND RISK MANAGEMENT PROVISIONS

Insurance and Risk Management Provisions

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Project Description must appear on the Certificate of Insurance).

Upon award, the Contractor/Vendor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

Accordingly the Respondent shall provide a certificate evidencing the following:

1. **WORKERS COMPENSATION – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)**

EMPLOYER'S LIABILITY	BY ACCIDENT - EACH ACCIDENT	-	\$500,000.
INSURANCE	BY DISEASE - POLICY LIMIT	-	\$500,000.
(Aggregate)	BY DISEASE - EACH EMPLOYEE	-	\$500,000.

2. **COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)**

Bodily Injury and Property Damage Liability	Each Occurrence	-	\$1,000,000
(Other than Products/Completed Operations)	General Aggregate	-	\$2,000,000
Products\Completed Operation	Aggregate Limit	-	\$1,000,000
Personal and Advertising Injury	Limits	-	\$1,000,000
Fire Damage	Limits	-	\$100,000

3. **BUSINESS AUTOMOBILE LIABILITY INSURANCE**

Combined Single Limits	Each Occurrence	-	\$1,000,000
(Including operation of non-owned, owned, and hired automobiles).			

4. **ELECTRONIC DATA PROCESSING LIABILITY**

(Required if computer contractor)	Limits	-	\$1,000,000
-----------------------------------	--------	---	-------------

-
- | | | | |
|---|-----------------|---|-------------|
| 5. UMBRELLA LIABILITY
(In excess of above noted coverage's) | Each Occurrence | - | \$2,000,000 |
| 6. PROFESSIONAL LIABILITY
(Required if respondent providing quotation for professional services). | Each Occurrence | - | \$1,000,000 |
| 7. FIDELITY BOND
(Employee Dishonesty) | Each Occurrence | - | \$ 100,000 |

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to Fulton County Government. Policies and Certificates of Insurance are to list Fulton County Government as an Additional Insured (except for Workers' Compensation) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions.

If Fulton County Government shall so request, the Offeror, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices shall be sent to:

Fulton County Government – Purchasing Department
130 Peachtree Street, S.W.
Suite 1168
Atlanta, Georgia 30303-3459

The Contractor/Vendor shall insure that the Request for Bid/Proposal number and Project Description appears on the Certificate of Insurance.

It is understood that **Insurance in no way Limits the Liability of the Contractor/Vendor.**

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless the County, it's Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by contractor, it's directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection with it's acceptance, or the performance, or nonperformance, of it's obligations under this agreements.

THE OFFEROR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREES TO COMPLY WITH THE ABOVE STATEMENTS, AND IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING COMPANY.

COMPANY:_____SIGNATURE:_____

NAME: _____ TITLE: _____ DATE: _____

**SECTION 8
SAMPLE CONTRACT**

**OWNER – CONSULTANT AGREEMENT
FOR SERVICES TO PROVIDE A
Cultural and Natural Assets Report for
Autrey Mill Nature Preserve & Heritage Center
FULTON COUNTY, GEORGIA**

THIS AGREEMENT, made by and between:

The COUNTY: **FULTON COUNTY**, (a political subdivision of the State of Georgia)
141 Pryor Street, S.W.
Atlanta, Georgia 30303
(hereinafter referred to as the County), and

The CONSULTANT: _____

(hereinafter referred to as the Consultant),

shall constitute the terms and conditions under which the Consultant shall provide Professional Services for:

The Project: **Autrey Mill Nature Preserve & Heritage Center**

The Work: **Cultural and Natural Assets Report**

Per RFP No.: **05RFP46742B-CC**

**TABLE OF CONTENTS: OWNER-LANDSCAPE ARCHITECT
AGREEMENT**

Article I Project Administration

Article II Consultant's Responsibilities and Scope of Basic Services

Article III County's Responsibilities

Article IV Compensation

Article V Reimbursable Expenses

Article VI Contract Term

Article VII General Terms and Conditions

Article VIII General Terms and Conditions

WHEREAS, The Board of Commissioners of Fulton County, a political subdivision of the State of Georgia, ("County") has solicited Proposals from qualified firms ("Consultant") to provide a CULTURAL AND NATURAL ASSETS REPORT FOR AUTREY MILL NATURE PRESERVE & HERITAGE CENTER.

WHEREAS, The services under this Agreement are professional in nature. The Consultant shall provide expertise, resources and personnel experienced in various approaches of natural and cultural inventory, analysis, and overall assessment of the site in order to recommend interpretive schemes for programming.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises to be carried out by each party herein, it is agreed by and between the parties that the County shall and does hereby employ said Consultant to perform certain professional services as follows:

ARTICLE I. PROJECT ADMINISTRATION

- A. The Consultant shall work as a unified team member in the delivery of the services required under this Agreement.
- B. The consulting firm's owners/principals, staff and consultants will report to and work directly with the Director and staff from the Fulton County Departments of Parks & Recreation and Environment & Community Development for all services associated with the Agreement.

ARTICLE II. CONSULTANT'S RESPONSIBILITIES AND SCOPE OF BASIC SERVICES

- A. The Consultant's services consist of those services performed by the Consulting Team as described in this Agreement. The Consultant shall deliver a copy of the Owner- Consultant Agreement to each of its consultants.

-
- B. The Consultant shall procure current copies of applicable codes, ordinances and permitting requirements of the County and any other authority having jurisdiction over the Project. The Consultant shall perform in compliance with all applicable codes and laws in affect at the time the work is being performed.
- C. The Consultant shall designate a Project Manager to represent the consulting team to the County and oversee the Consultant's activities. The Consultant's Project Manager shall represent the Consultant on a full-time basis throughout the term of this Agreement. The Consultant's Project Manager shall remain current with all Project activity and shall have the authority to obligate the Consultant to schedules, manpower loading, or other measures necessary to perform the services of this Agreement. The Consultant's Project Manager shall remain assigned to this Project while in the employ of the Consultant, unless permitted otherwise in writing by the County.
- D. The Consultant shall work as a unified team to effect the most expeditious and economical process for the project. Each team member shall cooperate and communicate with all other team members to assure expeditious, economical and the highest quality coordination and efficiency in project delivery and management.
- E. The Consultant agrees to provide all professional services, including the necessary research, studies, presentations, and written reports required by the County and indicated in the scope of services in the RFP and within this Agreement. The Consultant services shall include:
1. Biological Overview Study
 2. Phase 1 Archeological Assessment
 3. Historic Structures Summary Report

-
4. Assessment for Passive Recreational Needs and Opportunities
 5. Development of Recommendations for Interpretive Programming Schemes

ARTICLE III. COUNTY'S RESPONSIBILITIES

- A. The County will designate, in writing, a person or persons to act as the County's representative(s) with respect to the services to be rendered under this Agreement. Such representative(s) shall have complete authority to transmit instructions, receive information, interpret and define the County's policies and decisions with respect to materials, equipment, elements and systems pertinent to the Consultant's services.
- B. The County will, upon request from the Consultant, provide available criteria and information as to the requirements for the Project.
- C. The County will assist the Consultant by placing, at its disposal, information pertinent to the Project including previous reports and any other data relevant to the project site.
- D. The County will give notice to the Consultant whenever the County observes or otherwise becomes aware of any development that affects the scope of timing of Consultant's services.

ARTICLE IV. COMPENSATION

- A. The County shall pay the Consultant for services performed, including direct and indirect costs incurred, a Contract Sum not to exceed:

_____ (\$ _____).

This sum includes compensation for all services and direct and indirect expenses as required by the Request for Proposals and this Agreement. The Consultant certifies that it has provided its consultants with a copy of the RFP and the Agreement to

develop their fee amounts that are incorporated in the above contract limit for all services, direct and indirect expenses.

- B. The Contract Sum limit is comprised of fee for Services and a not-to-exceed allowance for Reimbursable Expenses. Costs include all services and direct and indirect expenses as indicated for completing the project.

FEE AMOUNT (Lump Sum):	\$ _____
REIMBURSABLE EXPENSES (NTE):	\$ _____
TOTAL PROPOSAL COST:	\$ _____

- C. Except as required by other provisions of this Agreement specifically cited and stated to be an exception from this clause, the County shall not be obligated to reimburse the Consultant for costs incurred in excess of the Contract Sum set forth above. The Contract Sum includes direct and indirect costs that shall be disbursed within each phase of the services scope of work described under Article II. In the absence of prior notice as specified in this Agreement, the County shall not be obligated to compensate the Consultant for any costs the Consultant incurs in excess of the Contract Sum set forth, whether those excess costs were incurred during the course of the contract or as a result of termination.
- D. It is further agreed by the parties the Contract Sum set forth in connection with the services and supplemented in the Consultant's fee proposal, is based on the fee rate and expense breakdown negotiated between the County and the Consultant for the Agreement contract period ending at final payment. If the services covered in this Agreement have not been completed prior to this duration and if said completion is delayed by circumstances beyond the control of the Consultant, the Consultant shall notify the County in writing of the circumstances. The basis of payment may be renegotiated to allow for changes in the Contract Sum.

E. It is further agreed the above payments for services under this Agreement have been arrived at after discussions between the County and the Consultant in consideration of the scope of work as outlined in the Request for Proposals, and the prevailing cost for such services, and the cost or pricing data used, are provided in a complete, current, accurate and satisfactory format to the County. The County will withhold five (5) percent of each payment until the Consultant's contracted work is fifty (50) percent complete. At the County's discretion, if the Consultant's performance is satisfactory and on schedule, further retainage may cease to be withheld. Retainage shall be released at final payment.

F. It is also mutually agreed the above payment shall be compensation only for those services specifically identified in this Agreement and indicated in the Request for Proposals.

G. Additional Services:

1. Provisions for additional compensation may be separately negotiated to pay for Additional Services outside the scope of work, but within the integral to the scope of the project.
2. The County shall be consulted and its written recommendation obtained before any request for extra work is presented to the Fulton County Board of Commissioners.
3. If the Consultant is asked to perform work beyond the scope of this Agreement and payment is desired, it shall notify the County in writing within seven (7) days of the work being requested, stating the work is considered outside the scope of

work of this Agreement, give a proposed cost for the additional work, and obtain the approval in writing from the County before proceeding.

4. The Consultant shall submit, in writing, information detailing the basis and cost for Additional Services.
5. The County shall in no way be held liable or responsible for compensating the Consultant for any work performed under this section which has not first been approved in writing by the County pursuant to Fulton County Change Order Policy 800-6 (incorporated herein by reference) prior to the performance of any additional work.

H. Invoicing:

1. The Consultant shall submit invoices, in a format acceptable to the County, for services on a monthly basis to the County.
2. Invoices for payment shall be submitted by the fifth (5th) calendar day of each month to facilitate processing for payment within thirty (30) days. Invoices received after the fifth (5th) calendar day of the month may not be paid until the twenty-fifth (25th) day of the following month. Parties further agree that Fulton County shall not be liable for any interest or penalty arising from late payments. Invoices shall detail the percentage of each work phase assignment completed as agreed between the Consultant and the County.
3. The invoice shall show in tabulation format the percentage of total fee, percent complete of phase, total fee earned to date, amount of retainage held, previously invoiced amounts paid, previously invoiced amounts not paid, and the total amount due for current invoice. Reimbursable Expenses shall be billed at cost,

shown separately from Basic Services fees and in tabulation format for each phase, accompanied by backup in the form of itemized invoices or other suitable documentation for the expenses incurred.

4. Additional Services (if any) shall be shown separately and also be itemized in the same format.
 5. Each invoice shall be accompanied by a brief narrative progress report outlining the work accomplished during the billing period and any problems inhibiting the project execution.
- I. The Consultant shall with each invoice certify in writing and shall document on the Department of Contract Compliance Exhibit G (Prime Contractor's Subcontractor Utilization Report), that all consultants, subcontractors and suppliers have been promptly paid for the work and materials and previous progress payments received (less any retainage by the Consultant prior to receipt of any further progress payments). In the event the Consultant is unable to pay subconsultants, subcontractors or suppliers funds due from said progress payment from Fulton County, the Consultant shall pay all consultants, subcontractors or suppliers funds due from said progress payments within 48 hours of receipt of payment from Fulton County and in no event later than fifteen days as provided for by state law. Fulton County reserves the right to issue joint checks payable to the subconsultant, subcontractor or supplier to ensure proper payment. This provision shall in no way create any liability for Fulton County for a Consultant's failure to make timely payments to a subconsultant, subcontractor or supplier.
- J. The Consultant agrees acceptance of the final payment shall be in full and final settlement of all claims arising against the County for work done, materials furnished, costs incurred, or otherwise arising out of this Agreement and shall

release the County from any and all further claims related to payment for services and materials furnished in connection with this Agreement.

- K. In case of termination of the Agreement by the County before completion of the work or any phase or portion of a phase of the work, the Consultant will be paid only for the work completed as of the date of termination as determined by the County at its sole discretion.

ARTICLE V. REIMBURSABLE EXPENSES

A. Reimbursable Expenses are in addition to the compensation for Services and include actual expenditures made by the Consultant and subconsultants in the interest of the Project for the expenses listed below:

1. Expense of reproducing and handling Drawings, excluding reproductions for office use of the Consultant and subconsultants.
2. Expense of coach class transportation, or personal vehicle mileage at \$0.32 per mile in connection with any out-of-town member firm(s) of the Consultant's team traveling to the County's offices for the purpose of attending progress meetings, review meetings, or presentations as required by this Agreement, or for other purposes necessitating such travel and directly related to fulfilling the requirements of this Agreement. Per diem cost of living expenses for travel purposes by out-of-town member firms shall be limited to \$160.00 per day including lodging and meals.

B. Non-Allowable Expenses

1. Expenses for cellular telephone and wireless pager equipment and usage.
2. Expenses for membership in professional organizations.
3. Expenses for attending continuing education conferences and seminars unless requested by the Departments of Parks & Recreation or Environment & Community Development and approved in writing.
4. Expenses for any meals unless pre-approved by the Departments of Parks & Recreation or Environment & Community Development.
5. Expenses for computer hardware and software.
6. Expenses for any auto allowances.

ARTICLE VI. CONTRACT TERM

- A. The services to be performed under this Agreement shall commence within three (3) calendar days after receipt of written Notice to Proceed and shall be completed within six (6) months.
- B. Deliverables shall be submitted for review and comments incorporated within the time limit above. The Consultant's work will be considered completed when the review comments and recommendations of the County have been incorporated in the deliverables by the Consultant's, and the revised deliverables have been accepted by the County.

ARTICLE VII. GENERAL TERMS AND CONDITIONS

- A. Acceptance of a phase of Work by the County shall not relieve the Consultant of its professional obligation to correct, at its own expense, any errors or omissions as may be found in any deliverable produced by the Consultant.
- B. The Consultant shall be responsible for the accuracy of the work and any errors or omissions made by the Consultant or the subconsultants during the service of the work under this Agreement.
- C. The Consultant shall prepare studies, designs, estimates and reports in accordance with generally accepted state licensing requirements, engineering, planning and architectural practices as applicable, and makes no other warranty, either expressed or implied, as part of this Agreement.
- D. Electronic Date Recognition: If any deliverable or work effort of the Consultant requires the creation or supplying of any process, software, appliance, or

mechanism requiring for its proper functioning the automatic recognition of the correct date, including, but not limited to the advent of the year 2000 and the calculation of leap years, the Consultant warrants such process, software, appliance, or mechanism is capable of such recognition and will remain full functional for its intended uses notwithstanding any change of date. If any part of the Project is rendered unable to function as intended or its function is degraded, interfered with, or damaged due to any cause covered by this warranty, the Consultant shall, at its own sole expense, take such measures as may be necessary to restore the Project to its fully correct functioning as contemplated by this Agreement.

E. Ownership of Documents:

1. Any plans, specifications and other materials prepared by the Consultant under this Agreement shall become the property of the County upon the Consultant's submittal of documents to the County under each phase of this Agreement, or when requested by the County.
2. The County reserves the right to reuse the design, drawings and/or specifications, and other related materials without consent of the Consultant.

F. Right to Inspect or Audit and Open Records: The County shall have the right to inspect copy and audit at any time, and from time to time, all of the Consultant's files, books, records, costs and expenses pertaining to the work under this Agreement. The Consultant shall cooperate with the Departments of Parks & Recreation and/or Environment & Community Development in complying with any request submitted to the County pertaining to the Georgia Open Records Act and the Consultant shall provide any and all documents whether in paper or electronic

format as requested by the Departments Parks & Recreation and/or Environment & Community Development.

G. Taxes: The Consultant shall assume and is liable for paying all taxes, including but not limited to, sales tax and state and federal payroll and/or social security taxes. The Consultant guarantees to hold Fulton County harmless in every respect against same.

H. Assignment:

1. The County and the Consultant and their respective partners, successors, executors, administrators, and assigns are each bound to the other party of this Agreement, and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement.
2. Neither the County nor the Consultant shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a part hereto.

I. Equal Opportunity Employer:

1. The Consultant, an Equal Opportunity Employer, now has or will secure, at its own expense, personnel required to perform the services under this contract. Such personnel are not employees of nor have any contractual relationship with the County.
2. During the performance of this Agreement, the Consultant agrees as follows:

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- a. The Consultant, an Equal Opportunity Employer, now has or will secure, at its own expense, personnel required to perform the services under this contract. Such personnel are not employees of nor have any contractual relationship with the County. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex, religion, disability or national origin;
 - b. The Consultant will, in all solicitations or advertisements for employees placed by, or on behalf of, the Consultant state all qualified applicants will receive consideration for employment without regard to race, creed, color, sex religion or national origin;
 - c. Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so such provision will be binding upon each engineer and consultant.
3. Authority to Investigate: The Director of the Fulton County Department of Contract Compliance shall be authorized to investigate discriminatory practices of any vendor who contracts with or seeks to contract with Fulton County. Such investigation may be initiated by the Director of the Department of Contract Compliance on the Director's own initiative, or by a complaint from another, when information available to the Director provides a reasonable basis to believe that such vendor may be engaged in private discriminatory conduct.

Suspension:

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1. The County may order the Consultant in writing to suspend all or any part of the work for such period of time as it may determine to be appropriate for the County's convenience or for stoppage due to reasons beyond the control of the County or the Consultant.
 2. If the performance of all or any part of the work is suspended or delayed for an unreasonable period of time by an act of the County in the administration of this Agreement, or by its failure to act within the time specified in this Agreement, (or if no time is specified, within a reasonable time), at the sole discretion of the County an adjustment may be made for any increase in the cost of performance of this Agreement caused by such unreasonable suspension or delay, and the Agreement may be modified in writing accordingly.
 3. In the event that the Consultant or its engineers or consultants causes unreasonable delays or fails to act within reasonable periods of time, all costs associated with these delays will be borne by the Consultant.

Termination:

1. Termination for Default: This Agreement may be terminated for default by the County upon date of issuance of written notice to the Consultant in the event of the Consultant's failure to perform in accordance with this Agreement upon the occurrence of any of the following events:
 - a. Persistent failure or refusal on the part of the Consultant to perform in accordance with the Agreement, or in violation of the Agreement, including, but not limited to, failure or refusal to supply enough properly skilled workers or suitable resources or equipment; or complete projects within the designated cost and schedule requirements set forth in project assignments;

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- b. Insolvency or bankruptcy of the Consultant, whether voluntary or involuntary;
 - c. Written admission by the Consultant of its inability to pay its debts generally as they become due;
 - d. Disregard on the part of the Consultant of laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction; or
 - e. Substantial violation of any other provision of the Agreement.
- 2. At the County's sole discretion, a termination for default may be converted to a termination for convenience if the Consultant is subsequently determined not to be in default.
 - 3. In the event the County terminates this Agreement due to failure of the Consultant to perform in accordance with the terms of this Agreement, then the Consultant agrees to forfeit any current (less than 30 days) outstanding compensation and any other compensation for work the County finds unsatisfactorily performed.
 - 4. Termination Without Cause: This Agreement may be terminated by without cause by the County upon ten (10) days written notice to the Consultant.
 - 5. If this Agreement is terminated through no fault of the Consultant, the Consultant shall be paid for the time and expense in accordance with the Consultant's standard rates then in affect under this Agreement for the extent of services performed by the Consultant to the effective date of termination.

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6. In case of termination of the Agreement by the County before completion of the work or any portion of the work, the Consultant will be paid only for the work completed as of the date of termination as determined by the County at its sole discretion.
 7. Notice of termination shall be given by the County by mailing certified mail, return receipt requested, to the principal office of the Consultant as indicated under the address specified under the notice section of this Agreement.

Indemnification:

1. The Consultant agrees to protect, defend, indemnify, and hold harmless County, its officers, agents, employees and successors and assigns from and against any and all liability, disputes, loss, damages, claims, suits, liens, and judgments, including attorneys fees, of whatever nature, including claims for contributions and/or indemnification, for injuries to or death or any person or persons, or damage to the property or other rights of any person or persons to the extent relating to performance, errors, omissions, negligence, willful or intentional acts of the Consultant in its performance or non-performance by the Consultant of the Agreement, whether such injury, death, loss or damage results from any cause whatsoever.
2. The Consultant's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove, shall also include but not limited to any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of produce or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. The Consultant further agrees to protect, defend, indemnify and hold harmless County, its officers, agents and

employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employees of the Consultant. These indemnities shall not be limited by reason of the listing of any insurance coverage.

3. In the event of any claim, dispute, allegation, action, or lawsuit, or other controversy, results in whole or in part, relating to or involving the Consultant's services, or work under its supervision or responsibility, resulting in any errors, acts, or omissions or breach of contract on the Consultant or its employees or consultants, the Consultant and its employees and consultants will provide assistance, analysis and expert and other testimony on behalf of the County and assist the County in the resolution and defense of any such claim, dispute, allegation, action, lawsuit, or other controversy, and there will be no additional payment for these services to the Consultant or its employees or consultants. These services are expressly included in this Agreement.

M. Insurance

1. The Consultant shall furnish, along with the appropriate number of executed copies of this Agreement, Certificates of Insurance in companies doing business in Georgia and acceptable to the County and indicating coverages as described below.
2. The Consultant shall submit a complete copy of its Professional Liability Insurance policy in addition to its General Liability Certificate of Insurance. The policy shall clearly indicate the minimum and maximum limits of liability, as well as minimum deductibles. The following coverages shall be provided:

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- a. Statutory Worker's Compensation Insurance, or proof that the Consultant is not required to provide such coverage under State law;
 - b. Professional Liability Insurance on the Consultant's services under this Agreement, with a minimum limit of \$1,000,000;
 - c. Comprehensive Liability Insurance covering all operations and automobiles:
 - (1) With limits of \$300,000 each occurrence for bodily injury -- general liability coverage, and with limits of \$100,000 each person and \$300,000 each occurrence -- automobile liability coverage.
 - (2) With limit of \$100,000 property damage each occurrence -- general liability coverage and automobile liability coverage.
 - d. "Umbrella" or "Excess" coverage cannot be used to reach limits stated in b and c above.
3. Certificates of Insurance must be executed in accordance with the following provisions:
- a. Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Agreement;
 - b. Certificates to contain the location and operations to which the insurance applies;
 - c. Certificates to contain Consultant's protective coverage for any subconsultant's operations;

d. Certificates to contain Consultant's contractual insurance coverage;

e. Certificates are to be issued to:

Fulton County Board of Commissioners
c/o General Services Department
141 Pryor Street, S.W., Suite 8053
Atlanta, GA 30303

4. The Consultant shall be wholly responsible for securing certificates of insurance coverage as set forth above from all engineers and consultants who are engaged in this work.

5. The Consultant agrees to carry statutory Worker's Compensation Insurance and to have all of its engineers and consultants likewise carry statutory Worker's Compensation Insurance.

N. Governing Law: This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the courts of Fulton County, Georgia.

2. Notice:

1. Notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid, to the person and address provided herein.

2. Any notice transmitted according to this Article shall be deemed to have been delivered as required by the contract.

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3. If delivered in person, the notice shall be effective as of the date of such delivery.
 4. If transmitted by mail, the notice shall be effective as of the date it is placed in the mail by the sender unless otherwise required by other requirements of this Agreement. Notices shall be sent to:

TO COUNTY:

Director, Parks and Recreation
141 Pryor Street, S.W.
Suite G-119
Atlanta, GA 30303

and, Office of the County Attorney
141 Pryor Street, S.W.
Suite 4038
Atlanta, GA 30303

TO CONSULTANT:

5. All notices sent to the Consultant's address shall be binding upon the Consultant unless said address is changed by the Consultant in writing to the County.
6. Severability:
 - a. If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

b. If any provision of this Agreement is held to be in conflict with applicable law, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement, shall remain in full force and effect.

7. Force Majeure: Neither the County nor the Consultant shall be deemed in violation of the Agreement if either is prevented from performing its obligations, hereunder, for any reason beyond its own control, including, but not limited to, acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods, or catastrophic failures of public transportation, provided however, nothing herein shall relieve or be construed to relieve the Consultant from performing its obligations hereunder in the event of riots, rebellions, or legal strikes.

8. Dispute Resolution: Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by the Agreement shall be decided by the Fulton County Departments of Parks & Recreation and/or Environment & Community Development designated representative. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The Consultant shall have 30 days from date of receipt to appeal the decision to the County Manager or the County Manager's designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. This condition shall not be pleaded in any suit involving a question of fact arising under this Agreement as limiting judicial review of such decision, provided, however, that any such decision shall be final and conclusive unless the same is fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or is not supported by substantial evidence. In connection with any appeal proceeding under this clause, Consultant shall be

afforded an opportunity to be heard and to offer evidence in support of an appeal. Pending any final decision of a dispute, the Consultant shall proceed diligently with performance of the Agreement and in accordance with the County Manager's decision.

9. Relationship: The relationship between the County and the Consultant shall be of Owner and independent contractor.
10. Confidentiality: The Consultant shall keep all information concerning the program and projects confidential including discussions and correspondence with the County Attorney, except for non-privileged communications incident to the performance of this Agreement, and except for publicity approved by the Director of Parks and Recreation and/or Environment & Community Development, or designated representative, and communications in connection with filings with governmental bodies having jurisdiction of projects.
11. Extent of Agreement: This Agreement constitutes the sole agreement between the parties. No representations, oral or written, not incorporated herein shall be binding on the parties. No amendments or modifications of this Agreement shall be enforceable unless approved by action of the Board of Commissioners of Fulton County.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 2005.

For **[Legal Name of Vendor], Inc.*

Attest:

**[Name of person signing for vendor]*

(Signature)

Name (Typed or Printed)

**[Title of person signing]*

Title

(seal)

For Fulton County

Attest:

Karen C. Handel, Chair
Board of Commissioners

Mark Massey, Clerk to the Commission

(seal)

Approved as to Content:

Approved as to Form:

Steve Cover, Director
Environment & Comm. Dev. Department

Office of the County Attorney

